



Park City Municipal Corporation (“PCMC” or “City”)

REQUEST FOR PROPOSALS (NON-BID) FOR

EARLY CHILDCARE PROVIDER

Respondents or their agents are instructed not to contact City employees, agents or contractors of the City, selection committee members, the Mayor’s office or staff, members of the City Council, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the agreement resulting from

this solicitation. City, in its sole discretion, may disqualify a Respondent for violation of this provision.

REQUEST FOR PROPOSALS (NON-BID)

PCMC is inviting proposals from qualified persons or firms (Respondent) to provide Early Childcare Services.

PROPOSALS DUE: By 5:00 p.m. on Tuesday, July 25, 2023

Submit proposals electronically via email to jenny.diersen@parkcity.org.

The proposals will be opened after the submission deadline.

In the event of difficulty submitting proposals electronically, proposals can be dropped off at the office of the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted to the City Recorder should be delivered on a zip drive. No paper copies should be submitted.

RFP AVAILABLE: The RFP will be available on Friday, June 23, 2023, on the PCMC website (www.parkcity.org). Any modifications to the RFP or responses to questions submitted will be added as an addendum to the RFP posted on the PCMC Website (www.parkcity.org). It is the responsibility of Respondents to regularly check for addenda.

QUESTIONS: All questions regarding this RFP must be submitted in writing to jenny.diersen@parkcity.org **by 5:00 p.m. on Tuesday, July 18, 2023. Please do not submit the same question multiple times.**

PRE-PROPOSAL MEETING: A pre-proposal meeting will be held at 10:00 a.m. on Thursday, July 6, 2023, at the Park City Library, 1255 Park Avenue, 3rd Floor – Room 301, Park City, Utah. Attendance is strongly encouraged for all Respondents. An RSVP to the Project Contact above is required by 5 p.m. on Wednesday, July 5; if no RSVPs are received, the meeting will not be held. Requests for reasonable accommodation at the pre-proposal meeting may be made no later than 48 hours in advance to the Project Contact. Accommodation may include alternative formats, interpreters, and other auxiliary aids.

PROJECT LOCATION: Park City Library, 1255 Park Avenue, Park City, Utah – 3rd Floor Childcare Facility (See Site Map attached hereto as **Exhibit “A”**).

PROJECT DESCRIPTION: Park City is soliciting proposals for the operation of a full-day, year-round, Early Childcare Facility at the Park City Library. The service will be operated at the Park City Library under a Property Lease with the City.

PROJECT DEADLINE (if applicable): The awarded Respondent will enter into a Property Lease that expires on June 30, 2024. The Lease will include an annual review and an option for a four-year renewal (through June 30, 2028). An additional option for a five-year extension at the City's option may be considered six months before June 30, 2028, ending June 30, 2033. This is a potential for a 10-year Property Lease.

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: Jenny Diersen, Special Event Manager
jenny.diersen@parkcity.org

Proposals will remain valid for 90 days after submission. PCMC reserves the right to reject any or all proposals received for any reason. Furthermore, PCMC reserves the right to change dates or deadlines related to this RFP. PCMC also reserves the right to waive any informality or technicality in proposals received when in the best interest of PCMC.

I. Introduction.

The Park City Library is a community gathering place. The library was renovated in 2015 and includes places for people to study, community meeting rooms, a collection of over 70,000 items, a digital media lab, public art, computers for community use, an interactive children's area, and a dynamic teen area. The library is an active community center that brings in more than 148,000 visitors per year. There are private rentals of the facility outside library hours and flexible community meeting spaces are used throughout the year. People also come to the building daily for numerous activities including morning preschool pick-up and drop-off, and to play with dogs in the dog park outside.

The goal of the early childcare facility within the library is to create a year-round, welcoming, multi-use environment that provides high-quality, affordable, all-day care options for early childcare. We seek a long-term relationship with a Respondent who cares for and educates children from the age of infants (0) to pre-k of parents/guardians who live and/or work in Park City (84060 zip code). Programs that prioritize infant (0) to 3 early childhood care will be prioritized. The Respondent will be a welcoming part of our community fabric and work to address early childcare needs in our community. The most recent links regarding [Park City Cares About Kids Proposal](#), [Developmental and Workforce Benefits of High-Quality Childcare](#) and [Park City Childcare Needs](#) may be helpful as reference for Respondents.

Park City Film and Lucky Ones Coffee are other tenants in the building. The Park City Film is located on the third floor of the building, adjacent to the early childcare space, and programs the Santy Auditorium approximately 130 days per year. The City also hosts the Sundance Film Festival in the Santy Auditorium for 11 days each January. The vending for Sundance Film Festival is operated by the Sundance Institute and occurs in the third-floor community room and tent in the north field during the Festival. The early childhood facility will be permitted to operate during Park City Film Series programs, during daytime and evening programming, and during the Sundance Film Festival, but will be required to coordinate with the City and the organizations to mitigate impacts during these events.

II. Scope of Project.

The City seeks a qualified early childcare provider to enter into a Property Lease that expires on June 30, 2024. The Lease will include an annual review and an option for a four-year renewal (through June 30, 2028). An additional option for a five-year extension at the City's option may be considered six months before June 30, 2028, ending June 30, 2033. This is a potential for a 10-year Property Lease. The City prefers proposals that closely align with and further the City's goals, specifically surrounding the critical need for childcare in our community.

The hours of the library are Monday through Thursday 9:00 a.m. to 8:00 p.m.; Friday and Saturday 9:00 a.m. to 5:00 p.m., and Sunday 1:00 p.m. to 5:00 p.m. It is preferred that the early childcare provider be open from 7:30 a.m. to 5:30 p.m. However, hours may be negotiated as part of the final Agreement by the respondent and the City.

The early childcare space is a purpose-built space that was renovated in 2015. It is approximately 1,125 square feet (**Exhibit A**) and is located in the library's third-floor south classroom. The early childcare space has access to the south stairwell and has its own entry vestibule before entering the classroom. The space comes with one-time furnishings and equipment (**Exhibit B**) that will become the Respondent's property upon execution of a Property Lease. Possible partnerships with the Park City Library such as story time, and non-exclusive use of the public space just outside in the library field are possible, where the selected Respondent can enjoy the outdoors with the community. Additionally, a playground located at the south entrance of the building is available for use exclusively by the Respondent. The Property Lease will also include two free rentals of the auditorium and two free rentals in the library space for other early childhood functions such as parent-teacher conferences.

III. Contents of Proposal and Evaluation Criteria.

A. Required content and minimum qualifications.

Proposals will be evaluated on the criteria listed below. Proposals are limited to 10 pages. An evaluation criteria and basis for award is attached as “**Exhibit C**”.

The proposal must include:

1. Experience & References: The Respondent should list at least three references and provide information about their experience in providing early childhood care.
2. Description of Services, Community Experience, Licensing, and Relationship: The Respondent should include information about their day-to-day operations of an early childcare space, their experience in providing early childcare within a community, as well as any requests for collaboration with Park City Library programs. The Respondent should also demonstrate the ability to obtain proper state licensing in their proposal and protocols for implementing controls for risk management related to caregiving, safety of children, providers, and staff members.
3. Rental Fee Proposal, Tuition Schedule, and Proposed Teacher Salary: As of June 2023, the Fair Market Value of the space is estimated at \$29,075. The City assumes the value will increase with annual inflation. The Respondent should provide a rental fee proposal for the space. Depending on the proposal, the City may consider partial or complete subsidy in return for City priorities, after an appropriation of funds study as required by Utah Code Section 10-8-2. The Respondent should indicate whether they will accept Department of Workforce Services subsidy payments and other financial solutions for underserved students and families. Successful respondents should include a tuition schedule with a scale based on area median income. The proposal should also include teacher/employee pay range, living wage incentives, benefits, and time off.
4. City Priorities: Respondents that propose early childhood care for children between the ages of newborn (0) to 3 will be prioritized. Respondents should consider a year-round program (partnerships may be considered) for priority enrollment in the following order:
 - Park City Municipal employees;
 - Park City Residents (84060 zip code);
 - Park City Cooperative Preschool students who were enrolled at the end of the 2023 school year; and
 - Park City workforce (employment in 84060 zip code).Respondents should include information about their enrollment processes such as serving those who are underserved. The proposal

should clearly address how the Respondents' proposal is working to solve Park City and Summit County's childcare challenges.

5. Timeline: The Respondent shall include a proposed timeline to become operational considering licensing, Property Lease, and other requirements that may affect the timeline.
6. Marketing and Advertising: The Respondent will include information about how they will market or advertise for enrollment.
7. Improvements & General Maintenance: The Respondent shall include a list of proposed improvements needed and if any of the improvements require City funding. Respondent should include a request for exclusive and non-exclusive use of the playground.
8. Standard Facility Lease Agreement: The selected Respondent will be required to enter into a Property Lease with the City, a sample of which is attached (**Exhibit D**). Any proposed changes to the draft agreement or insurance requirements shall be submitted by the Respondent as part of the proposal.

If Respondent proposes to use a third party (subcontractor, sub-consultant, etc.) for completing all or a portion of the scope of work requirements, state the name and identify the portion of the scope of work to be completed by a third party.

B. Evaluation Criteria

Each member of the selection committee shall use the evaluation criteria and percentage weights below to establish their own ranking of the Respondents. The committee shall then use these individual rankings to establish an aggregate ranking of all the accepted proposals.

Experience, References, Description of Services, Community Experience and Relationship – (30%): (a) Respondent's ability, capacity, and skill to perform or provide the required services; (b) Respondent's demonstrated ability with respect to quality, availability, and adaptability of the services, (c) quality of Respondent's operation/performance plan;

Rental fee, Tuition Schedule, Proposed Teacher Salary, Licensing, and City Priorities, and Timeline - (50%): (a) Respondent's rental fee proposal in consideration of tuition, and teacher salary, (b) Respondent's plan to contribute to the City's defined goals, (c) Timeline for operating.

Marketing, Advertising, Improvements, Maintenance, and Standard Lease - (20%): (a) Respondent's marketing and advertising plan, (b) Respondent's Improvements and Maintenance requests, (c) Any requested changes to the Standard Lease or insurance requirements will count against the Respondent.

The selection committee will consider all documents, the presentation/interview if applicable, the response to the RFP, information gained while evaluating responses, and any other relevant information to make its determination. The committee will select the Respondent which, in the committee's sole judgment, is best able to provide early childcare services.

NOTE: Price may not be the sole deciding factor.

PCMC reserves the right to reject any and all proposals for any reason. Proposals lacking the required information will not be considered. The award of the Property Lease may be subject to approval by City Council.

IV. Government Records Access and Management Act.

All submittals will be treated as public records in accordance with the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA") unless otherwise designated by the Respondent pursuant to Utah Code § 63G-2-309, as amended. The burden of claiming an exemption from disclosure shall rest solely with each Respondent. Respondent shall submit any materials for which Respondent claims a privilege from disclosure marked as "Confidential" and accompanied by a statement from Respondent supporting the exemption claim. PCMC shall make reasonable efforts to notify Respondent of any GRAMA requests for documents submitted under an exemption claim. Respondent waives any claims against PCMC related to the disclosure of any materials pursuant to GRAMA. Please note the following:

- a. Respondent must not stamp all materials confidential. Only those materials for which a claim of confidentiality can be made under GRAMA, such as trade secrets, pricing, non-public financial information, etc., should be stamped.
- b. Respondent must submit a letter stating the reasons for the claim of confidentiality for every type of information that is stamped "Confidential." Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. Failure to timely submit a written basis for a claim of "Confidential" may result in a waiver of an exemption from disclosure under GRAMA.
- c. For convenience, a Business Confidentiality Request Form (BCR Form) is attached to this RFP as **Attachment 1**. Respondent must submit a completed BCR Form at the time of submission of any proposal.

V. Ethics.

By submission of a proposal, Respondent represents and agrees to the following ethical standards:

REPRESENTATION REGARDING ETHICAL STANDARDS: Respondent represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees of bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 3.1 of the Park City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 3.1 of the Park City Code.

VI. Selection Process.

Proposals will be evaluated on the criteria listed in Section III, Contents of Proposal and Evaluation Criteria, above.

The selection process will proceed on the following anticipated schedule:

- a. Monday, July 31, 2023 - A selection committee comprised of qualified persons, which may include City staff or representatives from other public and private stakeholders, will open, review, and evaluate all proposals.
- b. By Monday, August 7, 2023, - The selection committee may conduct interviews with the highest-ranked Respondents. If applicable, interview requirements will be provided to those Respondents selected for further consideration.
- c. By Wednesday, August 23, 2023 - Final selection of the top-ranked proposal and preparation of the Property Lease.
- d. It is anticipated that City Council will consider and vote on the contract awarded through this RFP on Thursday, September 14, 2023.
- e. Property Lease execution by September 30, 2023.

Following completion of the evaluation and establishment of the ranking, negotiations for contract purposes may be initiated with the top-ranked Respondent. If an agreement is not reached, PCMC may enter negotiations with the next highest-ranked Respondent.

VII. PCMC Standard Agreement Required.

- a. The successful Respondent will be required to enter into PCMC'S standard Property Lease. A form of the standard agreement is attached to this RFP as **Exhibit "D"** and incorporated herein.
- b. **ANY REQUEST FOR CHANGES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PCMC'S STANDARD AGREEMENT MUST BE SUBMITTED NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. ANY REQUESTED CHANGES TO PCMC'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS MAY BE APPROVED IN THE SOLE DISCRETION OF PCMC.**

A Respondent must be authorized to do business in Utah at the time of Property Lease execution. If Respondent's address is within the 84060 zip code, a valid PCMC business license is required.

VIII. General Provisions.

- a. No Representations or Warranty. It is the responsibility of each Respondent to carefully examine this RFP and evaluate all of the instructions, circumstances and conditions which may affect any proposal. Failure to examine and review the RFP and other relevant documents or information will not relieve Respondent from complying fully with the requirements of this RFP. Respondent's use of the information contained in the RFP is at Respondent's own risk and no representation or warranty is made by PCMC regarding the materials in the RFP.
- b. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Respondent. PCMC assumes no liability for any costs incurred by Respondents throughout the entire selection process.
- c. Equal Opportunity. PCMC will make every effort to ensure that all Respondents are treated fairly and equally throughout the advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- d. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., will become the property of PCMC and will not be returned to the Respondent.

- e. Modification of RFP. PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract execution. PCMC will provide written notice to Respondents of any cancellation and/or modification.
- f. Financial Responsibility. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to PCMC, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the PCMC, or that may be deemed irresponsible or unreliable by PCMC. Respondents may be required to submit satisfactory evidence demonstrating the necessary financial resources to perform and complete the work outlined in this RFP.
- g. Local Businesses. PCMC's policy is to make reasonable attempts to support local businesses by purchasing goods and services through local vendors and service providers, subject to Federal, State, and local procurement laws.

IX. Exhibits

Attachment 1 – Request for Protected Status

Exhibit A – Site Map and Location

Exhibit B – Furnishings and Inventory

Exhibit C – Evaluation Criteria and Basis for Award

Exhibit D – Draft Property Lease

Attachment 1

REQUEST FOR PROTECTED STATUS

(Business Confidentiality Claims under Utah’s Government Records Access and Management Act (“GRAMA”), Utah Code § 63G-2-309)

I request that the described portion of the record provided to Park City Municipal Corporation be considered confidential and given protected status as defined in GRAMA.

Name: _____

Address: _____

Description of the portion of the record provided to Park City Municipal Corporation that you believe qualifies for protected status under GRAMA (identify these portions with as much specificity as possible) (attach additional sheets if necessary): _____

The claim of business confidentiality is supported by (please check the box/boxes that apply):

- () The described portion of the record is a trade secret as defined in Utah Code § 13-24-2.
- () The described portion of the record is commercial or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the provider of the information or would impair the ability of the governmental entity to obtain the necessary information in the future and the interest of the claimant in prohibiting access to the information is greater than the interest of the public in obtaining access.
- () The described portion of the record would cause commercial injury to, or confer a competitive advantage upon a potential or actual competitor of, a commercial project entity as defined in Utah Code § 11-13-103(4).

REQUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code § 63G-2-305 (1) –(2) (attach additional sheets if necessary):

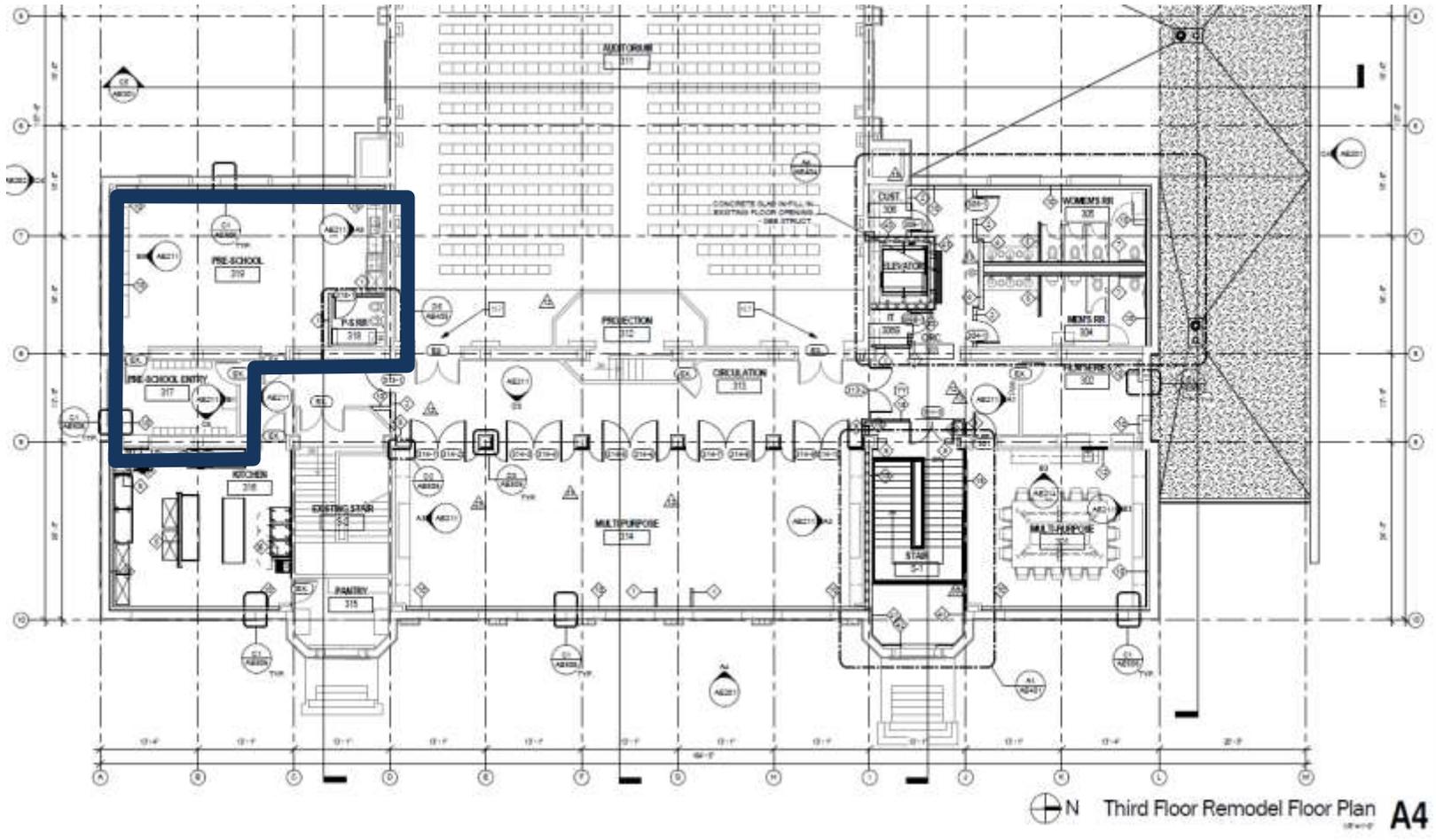
NOTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the determination is made that the portion of the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing the classification within thirty (30) calendar days.** Utah Code § 63G-2-309(2).

Signature of Claimant: _____

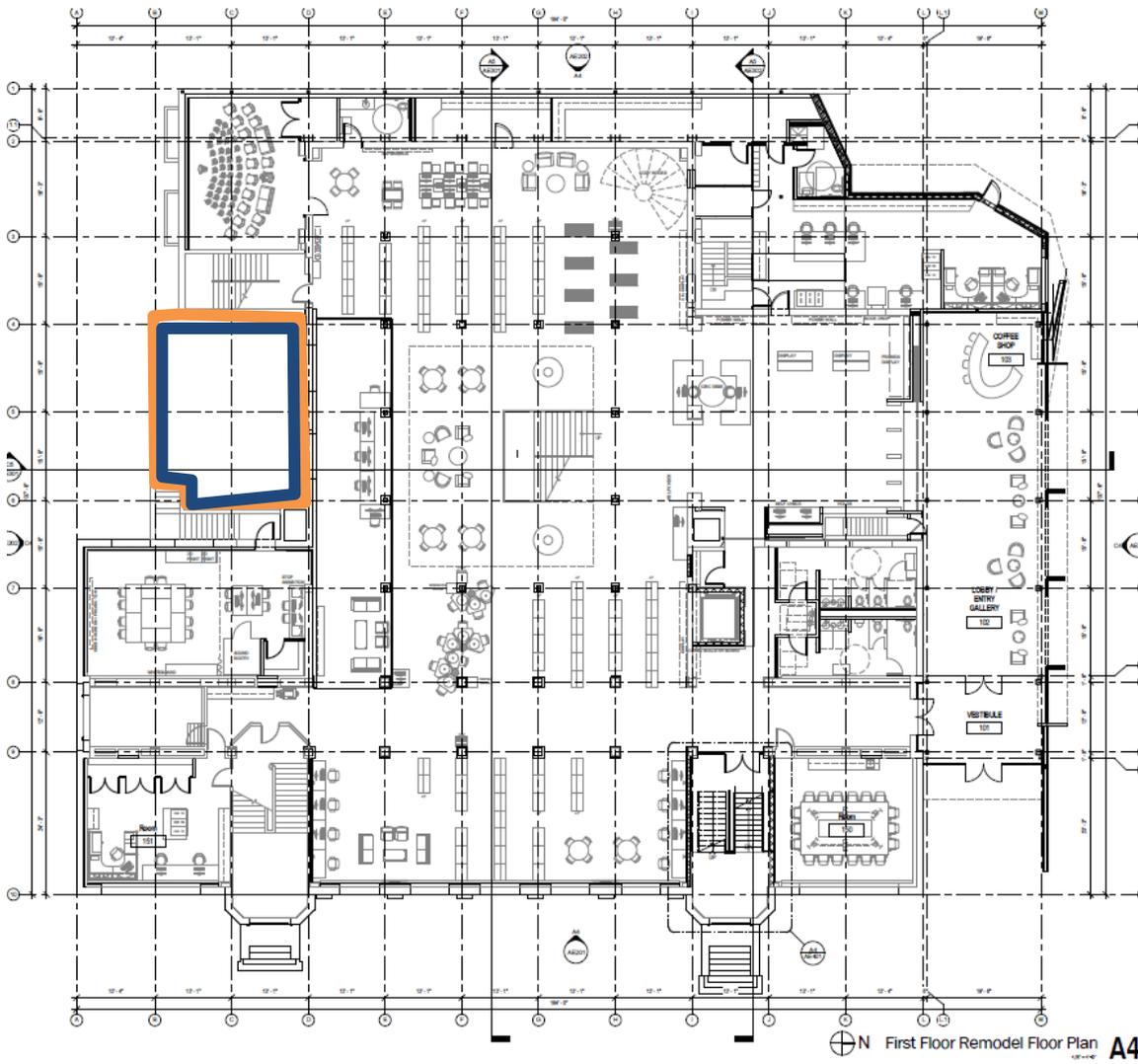
Date: _____ "

Exhibit "A"
Site Map & Location

Exhibit A



 - Exclusive Use



- Non – Exclusive Use
- Exclusive Use of Playground (hours tbd)

Exhibit “B”
Furnishings and Equipment Inventory

Images of Furnishings and Inventory can be found [here](#). A detailed list of Furnishings and Inventory is below.

Furnishings and Equipment - Park City Municipal Childcare Space at Park City Library 3rd Floor

Item	Total in Inventory	Category	Value Approximation by category	Total Value
Assorted plastic tray sets, multiple sizes	20	Art materials	\$ 150.00	\$ 3,000.00
Child apron class set	0	Art materials	\$ 28.99	\$ -
Paintbrush sets, multiple sizes	1	Art materials	\$ 19.95	\$ 19.95
Child fiskar scissor class set	2	Art materials	\$ 39.75	\$ 79.50
Multiple paint sets of various kinds	1	Art materials	\$ 200.00	\$ 200.00
Copious construction paper- all colors, large and small	6	Art materials	\$ 73.50	\$ 441.00
Tag board- multiple colors	2	Art materials	\$ 37.49	\$ 74.98
Craft supplies- feathers, pom poms, craft sticks, pipe cleaners and more	3	Art materials	\$ 37.99	\$ 113.97
Realia sets- shells, toy insects, pine cones	3	Art materials	\$ 30.97	\$ 92.91
Vacuum in excellent condition	1	Cleaning	\$ 50.00	\$ 50.00
Swiffer	1	Cleaning	\$ 24.95	\$ 24.95
Zoophonics hanging display alphabet and letter cards	1	Curricular materials	\$ 50.00	\$ 50.00
Teacher resource book set	1	Curricular materials	\$ 75.00	\$ 75.00
Classroom calendar	1	Curricular materials	\$ 30.00	\$ 30.00
Counting collections set	5	Curricular materials	\$ 179.99	\$ 899.95
3 preschool-size tables and 24 preschool chairs (color coded)	5	Furniture	\$ 500.00	\$ 2,500.00
16 book/toy shelves	16	Furniture	\$ 150.00	\$ 2,400.00
Science display table	1	Furniture	\$ 100.00	\$ 100.00
Sand/water table	1	Furniture	\$ 200.00	\$ 200.00
Art drying rack (installed to hang on wall)	1	Furniture	\$ 138.59	\$ 138.59
4 sets of child cubbies (20 total cubbies)	4	Furniture	\$ 350.00	\$ 1,400.00
Storage bench outside classroom	1	Furniture	\$ 100.00	\$ 100.00

Teacher desk and two chairs	1	Furniture	\$ 500.00	\$ 500.00
Chalkboard/whiteboard three-sided easel	1	Furniture	\$ 130.00	\$ 130.00
Drawer set for teacher storage- 2	2	Furniture	\$ 100.00	\$ 200.00
Oval classroom alphabet rug	1	Furniture	\$ 220.00	\$ 220.00
Yoga mats- 10	10	Misc	\$ 20.00	\$ 200.00
Ladder	1	Misc	\$ 120.00	\$ 120.00
Hoola hoops- 15	15	Misc	\$ 80.00	\$ 1,200.00
Water bottle racks for window ledge	4	Misc	\$ 10.00	\$ 40.00
Rhythm sticks set	1	Music	\$ 75.00	\$ 75.00
Bongo drum- small	0	Music	\$ 25.00	\$ -
Sleds- 4	4	Outdoor equipment	\$ 100.00	\$ 400.00
Parachute	0	Outdoor equipment	\$ 60.00	\$ -
Rings	0	Outdoor equipment	\$ 25.00	\$ -
Snow toys	0	Outdoor equipment	\$ 20.00	\$ -
Cones	0	Outdoor equipment	\$ 40.00	\$ -
Playhouse structure- large	1	Playground	\$ 500.00	\$ 500.00
Playhouse structure- small	1	Playground	\$ 500.00	\$ 500.00
Assorted digger trucks	0	Playground	\$ 50.00	\$ -
Assorted sand buckets and shovels	1	Playground	\$ 50.00	\$ 50.00
Toy dinosaurs	1	Playground	\$ 25.00	\$ 25.00
Toy wheelbarrows	4	Playground	\$ 20.00	\$ 80.00
Mud kitchen sink and kitchen tools	1	Playground	\$ 100.00	\$ 100.00
Stump table and chairs	1	Playground	\$ 150.00	\$ 150.00
Playground shelves for toy storage- 3	3	Playground	\$ 50.00	\$ 150.00
iPads- 2	0	Technology	\$ 300.00	\$ -

Apple computer	0	Technology	\$ 1,500.00	\$ -
Printer	0	Technology	\$ 100.00	\$ -
Dramatic play center with many dress-up clothes, costumes, accessories	1	Toys	\$ 250.00	\$ 250.00
Baby doll center with doll furniture and accessories	2	Toys	\$ 50.00	\$ 100.00
Wooden block set	1	Toys	\$ 300.00	\$ 300.00
Magnatile set	1	Toys	\$ 60.00	\$ 60.00
Tool/construction toy sets	0	Toys	\$ 55.00	\$ -
Car and truck sets	0	Toys	\$ 20.00	\$ -
Lincoln log set	1	Toys	\$ 50.00	\$ 50.00
Train and track set- 2	2	Toys	\$ 20.00	\$ 40.00
Lego duplo set	0	Toys	\$ 40.00	\$ -
Small Lego set	1	Toys	\$ 100.00	\$ 100.00
Kitchen dramatic play center with play food and dishes	1	Toys	\$ 90.00	\$ 90.00
Sensory bin station with individual bins and sensory materials	6	Toys	\$ 25.00	\$ 150.00
Classroom library- hundreds of books	100	Toys	\$ 3.00	\$ 300.00
Preschool age table and floor puzzles- dozens	20	Toys	\$ 5.00	\$ 100.00
Early childhood games- multiple	30	Toys	\$ 5.00	\$ 150.00
Magnet set	1	Toys	\$ 5.00	\$ 5.00
Horse and stable set	12	Toys	\$ 100.00	\$ 1,200.00
Castle set	1	Toys	\$ 40.00	\$ 40.00
Total	310		\$ 8,655.17	\$ 19,565.80

Exhibit "C"
Evaluation Criteria & Basis for Award

Exhibit C: Evaluation Criteria and Basis for Award

**Request for Proposals
Early Childcare Provider**

**Section III. Content of Proposal and
Evaluation Criteria and Basis for Award**

- A. Initially, a review of each proposal will be completed by Special Events Department to ensure compliance with the terms, conditions, and requirements of the RFP. Any proposals that fail to meet all the Minimum Qualifications listed in Section III of the RFP may be deemed non-responsive.

Each selection committee member shall use the evaluation criteria and percentage weights below to establish their own ranking of the Respondents. The committee shall then use these individual rankings to establish an aggregate ranking of all the acceptable proposals.

1. Experience, References, Description of Services, Community Experiences and Relationship – (30%)
 - a. Respondent's ability, capacity, and skill to perform or provide the required services, listed in Section III of the RFP.
 - b. Three references, experience in providing childcare, day-to-day operations, ability to obtain proper licensing and protocols for risk management related to caregiving, safety for children, providers and staff members.
 - c. Quality of Respondent's plan.
2. Rental Fee, Tuition Schedule, Proposed Teacher Salary, City Priorities and Timeline - (50%)
 - a. Respondent's rental fee proposal in consideration of teacher salary, tuition, ability to accept DWS subsidy, and other financial solutions for underserved students and families.
 - b. Respondent's plan to contribute to the City's Priorities (section III, 4).
 - c. Timeline for operating.
3. Marketing, Advertising, Improvements, Maintenance, and Standard Lease - (20%)
 - a. Respondent's marketing and advertising plan.
 - b. Respondent's improvements and Maintenance requests.

Exhibit C: Evaluation Criteria and Basis for Award

- c. Any requested changes to the Standard Lease and insurance requirements will count against the bidder

B. INTERVIEWS

The City reserves the right to conduct interviews with the highest-ranked Respondent(s). Interview requirements will be provided to those Respondent(s) selected for further consideration. Respondents are reminded that the selection committee shall look at the reasonableness of all aspects of the proposal and shall, in the selection committee's sole judgment, choose the Respondent with the best overall proposal.

Exhibit "D"
Draft Property Lease

**DRAFT - PARK CITY MUNICIPAL CORPORATION
2023 PROPERTY LEASE**

THIS PARK CITY MUNICIPAL CORPORATION 2023 PROPERTY LEASE (hereinafter referred to as “Agreement” or “Lease”) is made and entered into this ____ day of _____, 2023, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter referred to as “Landlord” or “the City”) and the _____, **a Utah corporation**, (hereinafter referred to as “Tenant”) to set forth the terms and conditions under which Landlord will lease space in the Park City Library at 1255 Park Avenue, Park City Utah (hereinafter referred to as “**Library Building**”) to Tenant. The parties agree as follows:

1. **Property.** The property leased is several areas within Library Building as described in **Exhibit “A”** (attached and hereafter referred to as “Premises”). The leased Premises include the exclusive use of the Third Floor South Classroom (Pre-School Entry and Pre-School), and an outdoor play area (hereinafter referred to as the “**Preschool Playground**”). Tenant shall have exclusive use of the Preschool Playground from ____ to ____ (time), and the non-exclusive rights of use at all other times. Other tenants of the Library Building and Landlord may use the Preschool Playground provided that:
 - a. The use does not conflict with previously scheduled use by Tenant; and
 - b. The user takes full responsibility for clean-up and repair of any damages.

Tenant shall also have access to the public bathrooms in the library portions of the Library Building. The Lease includes two (2) free rentals of the auditorium for the Christmas pageant and graduation, and two (2) additional rentals in any of the rental spaces on the Premises for other school functions such as parent-teacher conferences.

2. **Term.** The Lease term shall commence on _____ (date) and shall expire on June 30, 2024. The Lease will include an annual review and an option for a four-year renewal (through June 30, 2028). An additional option for a five-year extension at the City’s option may be considered six months before June 30, 2028, ending June 30, 2033. This is a potential for a 10-year Property. If the Landlord determines in its sole discretion that the Property is no longer surplus municipal property, the Landlord may provide one hundred eighty (180) days written notice of cancellation of the Lease at any time.

3. **Rent.** The rent for the Premises within the Library Building shall be as follows:
 - a. Rate: Rent from _____m 2023, to June 30, 2024, will be _____ (**\$XX,XXX**), payable in twelve (12) equal monthly installments of _____ (**\$X,XXX**). Rent shall be due on the first of each month, and past due if not paid by the tenth (10th) of the month. A late fee of Twenty-Five Dollars (\$25.00) shall accrue every five days thereafter.
 - b. Deposit: A refundable deposit of One Thousand Dollars (\$1,000.00) is required to cover any damage and for cleaning/removal of items needed at the end of the lease term.
 - c. Rent Adjustment: Beginning each July 1st, the annual rent shall increase ____ percent (X%) over the previous year. For example on July 1, 2024, the annual

rent will increase to _____ (\$XX,XXX). A proposed rent schedule for each lease term is provided as Table 1.

- d. **Credit for Early Payment.** If Tenant pays Landlord the annual rent in full by September 30, 2023, then rent will be reduced by four percent (4%). In future years if the Landlord pays annual rent in full by July, then the rent will be reduced by four percent (4%). If Tenant pays bi-annually then rent will be reduced by two percent (2%).

4. **Use of Premises.** The premises shall be used only for early childcare and directly related purposes. Tenant is responsible for implementing appropriate risk management and loss controls related to care giving, including controls for the safety of children, providers and staff members.

5. **Accounting.** Tenant agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books and records at reasonable times and places during ordinary business hours provided that thirty (30) days written notice of the audit is provided to the Tenant and such notice contains a reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense.

6. **Utility Service.** Landlord shall be responsible for natural gas, electricity, sewer, security systems, refuse collection and water for the leased space. Tenant will be responsible for any other utilities such as internet, telephone and cable television in accordance with paragraph 7. Tenant shall establish an account with each of these utilities in its own name.

7. **Use of the Premises.** The premises shall be used only for early childcare and directly related purposes.

8. **Telephone, Cable, Internet and Microwave.** The Tenant will install its own telephone, television, computer and other communication equipment in the Premises. Any specialized communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility, with prior approval by Landlord. The space will include wiring, cables or chases for a wide variety for communications between spaces within the building and externally. Any specialized communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility.

9. **Insurance.** The Tenant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with its use of the Premises. The Tenant shall provide a Certificate of Insurance evidencing:

- a. General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) aggregate for personal injury, bodily injury and

- property damage. The above can be satisfied by the combination of a primary and excess policy.
- b. The Tenant shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years as stated in Utah Admin Code R37-4-3
 - c. Automobile Liability insurance as applicable with limits no less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles as applicable combined single limit per accident for bodily injury and property damage. The above limits can be satisfied by the combination of a primary and excess policy. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
 - d. Professional Liability (Errors and Omissions) insurance appropriate to the Tenant's profession with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Tenant agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the expiration or termination of this Agreement. If written on a claims-made basis, the Tenant warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
 - e. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the Commercial General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, the Tenant shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than One Million Dollars (\$1,000,000) per occurrence or claim.
 - f. Proof of Workers Compensation Insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.
 - g. The Workers Compensation Policy shall be endorsed with a waiver of subrogation in favor of Landlord, its employees, volunteers, agents and subcontractors, with regards to the Lease.

The Landlord, its officers, officials, employees and volunteers are to be covered as additional insureds on the general liability and auto insurance policies, with respect to work performed by or on behalf of the Tenant including materials, parts or equipment, furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed as applicable by or on behalf of the Tenant as applicable and a copy of the endorsement naming Landlord as additional insured shall be attached to the

Certificate of Insurance. Should any of the above-described policies be canceled before the expiration date thereof, Tenant shall deliver notice to the Landlord within thirty (30) days of cancellation. The Landlord reserves the right to request certified copies of any required policies.

The Tenant's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

For any claims related to this Agreement, the Tenant's insurance coverage shall be primary insurance coverage with respect to Landlord, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Landlord, its officers, officials, employees, or volunteers shall be in excess of the Tenant's insurance and shall not contribute with it.

Landlord will carry property insurance covering the structure for casualty loss, and boiler and machinery insurance for boiler and mechanical systems loss.

The Tenant will not store or keep any product or equipment within the space that will, because of its nature, increase the risk of casualty losses to the overall building, or that will require additional premiums or specialty coverage.

10. **Payment of Taxes and Other Assessments.** As a tax-exempt entity, the Landlord does not expect to be assessed real estate and personal property taxes and other related assessments or taxes on the Premises. However, should the Tenant change the tax status or should other circumstances cause taxes or assessments to be imposed on the Premises, then Tenant shall pay a pro-rata share of real estate and other related assessments or taxes for the Tenant's Premises during the term of this Agreement. Tenant is responsible for any personal property tax liability as a result of its occupancy and use of the Premises.

11. **Liens.** Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord receives notice of any such lien against the property, Tenant shall promptly discharge the lien at Landlord's request, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.

12. **Tenant Improvements.** The Premises are being leased to Tenant in AS-IS condition. Any additional interior finish or furnishings desired by the Tenant must be approved in advance by the Landlord in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. The Tenant may, with the prior written consent of the Landlord, but

at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the Premises as Tenant may require for the conduct of its business; provided, however, Tenant may not materially alter the basic character of the building or fixtures or weaken the structure on the leased Premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Agreement unless specifically exempted in writing prior to commencing work. At the expiration or termination of this Agreement, all Tenant improvements that could be deemed fixtures under the law become the property of the Landlord unless specifically exempted in writing prior to installation.

13. **Signs.** All exterior signs require affirmation from City Council prior to final approval. All signs must meet criteria of the City's Sign Code. The following restrictions apply to exterior building signs:

- a. **Front Door Window Signs**– Tenant may replace existing front door window vinyl signs for early childcare and customize the signs with specific hours. No other sizes or fonts allowed. Tenant may state either their business name or website in 1" letters. Tenants may add their logo below their name or website. Logo Sign not to exceed 4.25"x 5.5".
- b. **Monument Sign on Park Avenue** – If signage is allowed to be placed or continue on the Monument Sign, then the Sign and the signage must conform to the Sign Code and any City Council approval must be received.

14. **Assignment/Sublease.** The Lease may not be assigned or the Premises sublet without the advance written consent of Landlord, which may be withheld in its sole discretion.

15. **Remedies.** In the event the Tenant fails to pay monthly installment payments when due, or violates or reaches any other term or condition of the Agreement, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:

- a. Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days or quit the premises within fifteen (15) days;
- b. Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;
- c. Landlord may re-let the premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;
- d. Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant

is deemed to be in possession of the Premises, and any re-letting by Landlord shall first be used to mitigate damages from Tenant's breach. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

16. **Covenant of Quiet Possession.** Landlord covenants with Tenant that Landlord owns or controls the Premises and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease. However, Tenant acknowledges the Premises are part of a larger public building. Therefore, Tenant may experience temporary impacts to operations, noise, and parking access customarily found with public buildings.

17. **Maintenance.** The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. The Landlord will be responsible for janitorial service in areas used in common with the Library Building and other tenants and cleaning the outside of the glass and replacement in the event of damage from an outside source. Tenant shall be responsible for all interior maintenance, including mechanical and electrical fixtures to the extent that they are located within and exclusively benefit the Premises, janitorial service, and glass maintenance (both cleaning the inside and replacement in the event of damage from an inside source) which is within the leased Premises or solely serves the Premises. Landlord shall be responsible for mechanical systems, which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance of the site and snow removal shall be Landlord's responsibility.

18. **Access to Other Spaces.** Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure, service common utility facilities, and program use. With reasonable notice, the Landlord shall have the right to inspect the Premises during the Tenant's normal business hours.

19. **Force Majeure.** Force Majeure: Either party shall be excused for the period of any delay in the performance of any obligations under this Agreement when prevented from doing so by cause or causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, weather, pandemic, inability to obtain any materials or services, or acts of God.

20. **Increased Insurance Risk.** Tenant will not permit said Premises to be used for any purpose which would render the fire insurance on the building or the Premises void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Lease. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Premises of the same general type as those covered by this Agreement.

21. **Care and Repair of Premises by Tenant.** Tenant will inspect and accept the Premises for the purposes of this Agreement prior to taking occupancy. Tenant will not commit any waste on Premises, nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto.
22. **Damage or Destruction.** If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Premises without expense to the Tenant subject to delays due to adjustment in insurance claims, strikes and other causes beyond the Landlord's control. If such damage or destruction shall render the Premises uninhabitable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the Premises restored. If the damage or destruction shall require removal of Tenant's operations from the Premises, either Landlord or Tenant may elect to terminate this Lease by written notice to the other within thirty (30) days after the occurrence of such damage or destruction. Tenant shall receive permission from Landlord to use space heaters and/or any other electrical equipment which may overload the system.
23. **Surrender of Premises.** Tenant agrees to surrender the Premises at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement, ordinary wear, tear and damage by the elements or other acts of God excepted.
24. **Holding Over.** Continued possession, beyond the expiration date of the Term of this Agreement or any extension term, by the Tenant (and absent a written agreement by both parties for an extension of this Agreement, or for a new agreement, and absent the written consent of the Landlord) shall constitute a month-to-month extension of this Agreement at a rental of 10% (ten percent) of the previous rental for the Premises (plus payment of all other expenses payable by Tenant as set forth in this Agreement). Such holding over without the Landlord's consent shall not prejudice the Landlord's right to bring an action for the eviction of the Tenant.
25. **Indemnity.** The Tenant shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Tenant's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Tenant expressly agrees that the indemnification provided herein constitutes the Tenant's limited waiver of immunity as an employer

under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Tenant claims or recovers compensation from the City for a loss or injury that Tenant would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

26. **Landlord Liable only for Negligence.** Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

27. **Nondiscrimination.** In the performance of this Agreement, Tenant shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

28. **Waiver of Covenants.** It is agreed that the waiver of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.

29. **Rights of Successors and Assigns.** The covenants and agreements contained within the Lease shall apply to the benefit of successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

30. **Building Security.** The Landlord will install doors with locking hardware. The Tenant is entitled to put locks on the doors to its space, provided the Landlord is given keys for reasonable access and building maintenance. Both parties will attempt to keep the exterior doors locked after their use of the building is completed for the day, and the Tenant shall have the obligation of checking all exterior doors and setting of alarm at the conclusion of each day to make sure that they are locked, and that windows in the rooms used by the Tenant are secured. Lights should be turned off at the conclusion of the Tenant's use each day.

31. **Parking.** As approved by the Master Planned Development on May 30, 2014, access to the parking shall be from Park Avenue. Twelfth Street shall only be used as a secondary access. Non-exclusive parking shall be at the Library Parking Lot (82 spaces), overflow parking shall be at the Mawhinney Parking Lot across the street. The Tenant shall not have assigned parking spots and shall park in general parking areas and follow

parking rules and regulations as posted and associated with the Premise. The Landlord will inform the Tenant of any changes to parking rules or regulations for daily use and during Special Events or parking lot closures. There are no guaranteed spots. The Landlord will assign a minimum of two short-term load/unload parking spaces proximate to the entry of the building for non-exclusive Tenant use.

32. **Notice Provision.** All notices required by this Lease shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:

Special Events Department & Park City Library
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

With copy to:

City Attorney's Office
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

If to Tenant:

NAME
ADDRESS
CITY, STATE, ZIP CODE

33. **Entire Agreement.** This Agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

34. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

35. **Electronic Signature.** Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable Agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement or cause it to be executed by their representative duly authorized, the _____ day of _____, 2023.

TENANT:

Name

Address

City, State, Zip Code

SIGNATURE

PRINT NAME AND TITLE

LANDLORD:

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation

445 Marsac Avenue

PO Box 1480

Park City, UT 84060

Nann Worel, Mayor

Approved as to Form:

City Attorney's Office

ACKNOWLEDGMENT

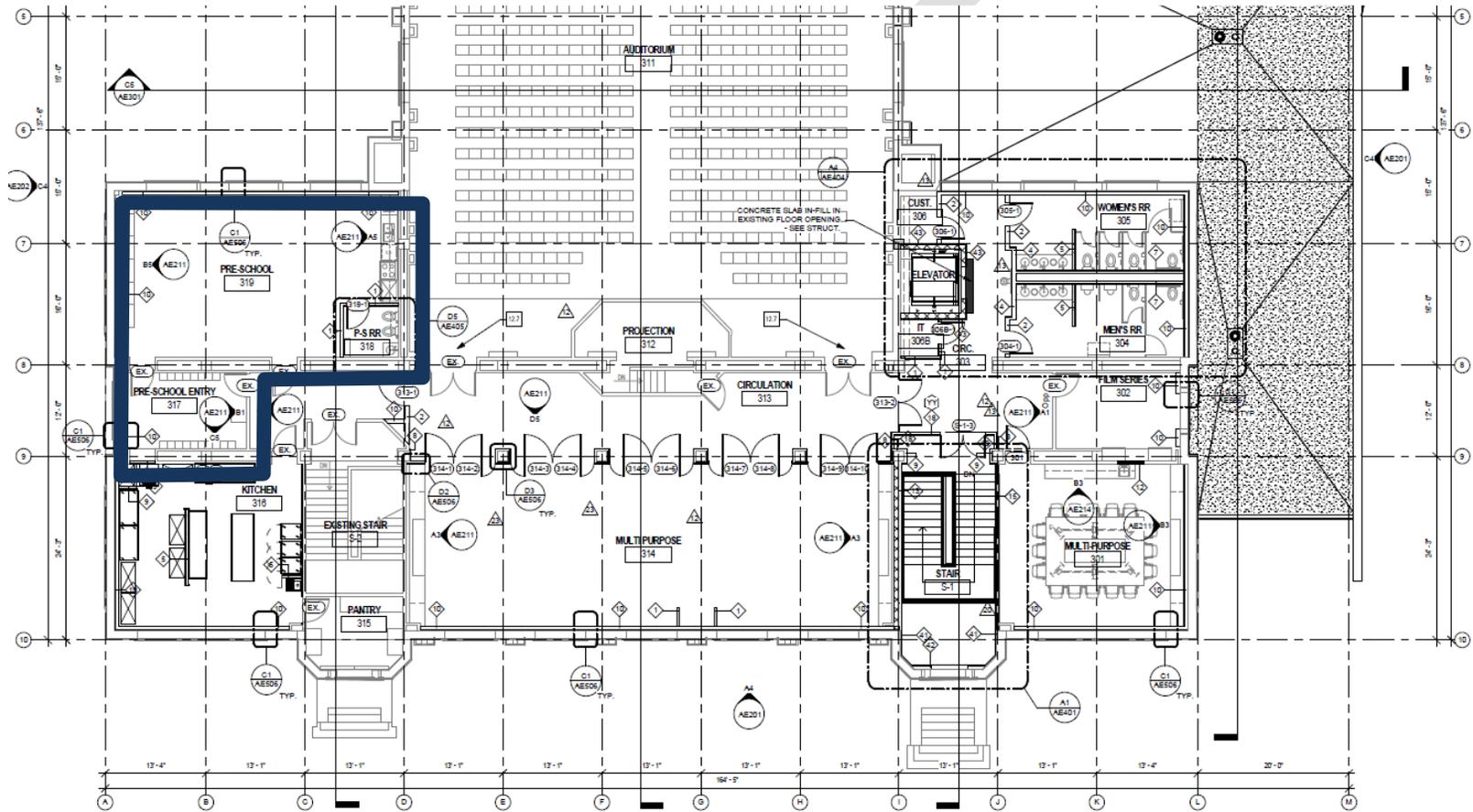
STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2023, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person who executed the within instrument as _____ (*Title of Signer*), of _____, and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

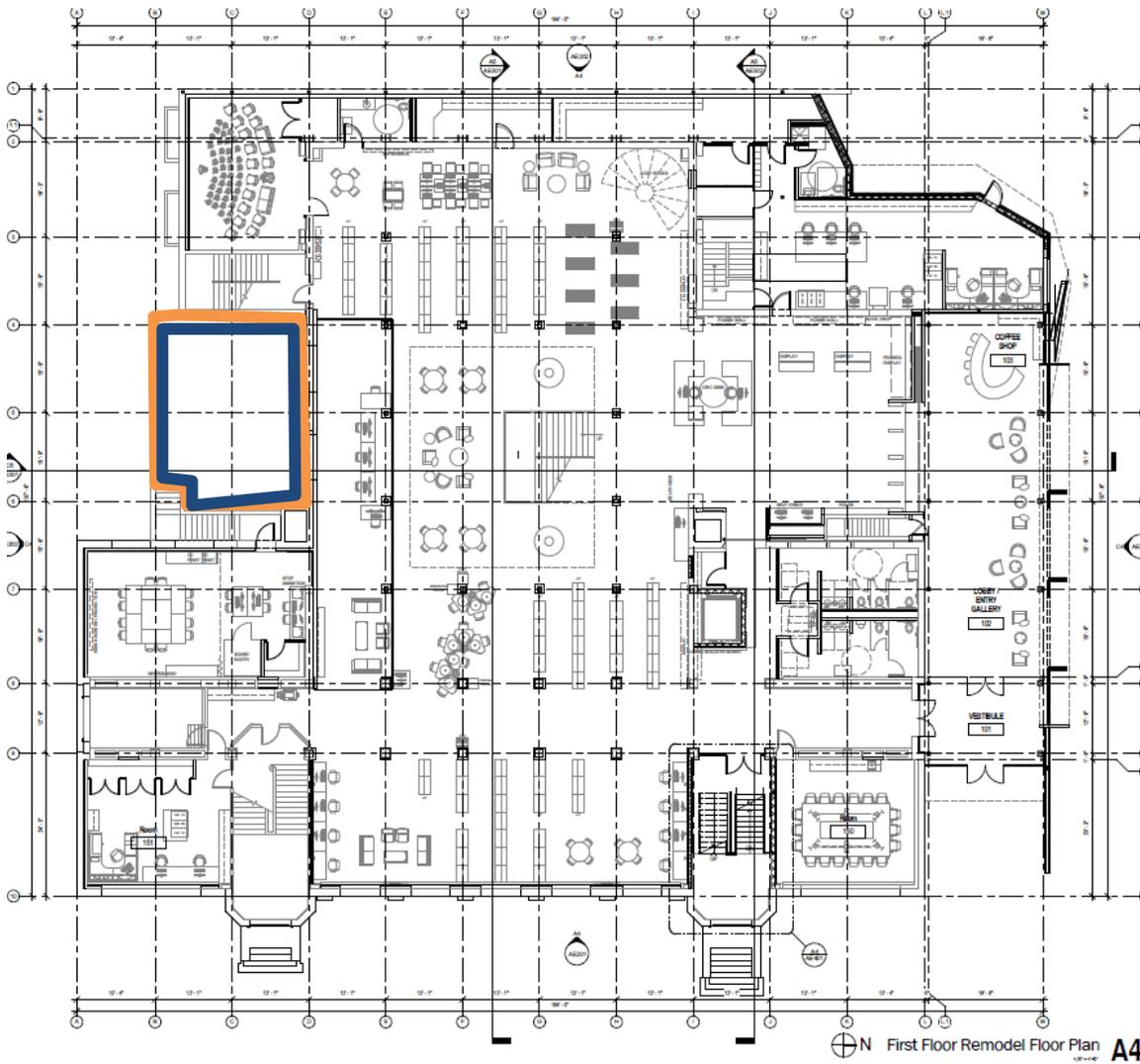
DRAFT

Exhibit A



 N Third Floor Remodel Floor Plan **A4**
1/8"=1'-0"

 - Exclusive Use



-  - Non – Exclusive Use
-  - Exclusive Use (10:00 am – 11 am; M-F)

Table 1

To be determined

DRAFT

DRAFT